

# **CITY OF KENMORE**

## **Request for Proposals**

### **Request for Proposals Information:**

**RFP Number:** 16-C1602 (Kenmore)

**RFP Title:** Northshore Emergency Management Coalition (NEMC), Emergency Management Coordination Services

**Date Issued:** August 24, 2016

**Contact Person:** Bryan Hampson, Development Services Director

**Email Address:** [bhampson@kenmorewa.gov](mailto:bhampson@kenmorewa.gov)

**Submittals Due:** September 13, 2016 (no later than 4:00 p.m.)

**Date of Publication:** Seattle Times – Friday, August 26, 2016

Daily Journal of Commerce – Friday, August 26, 2016

### **Submit Proposals to:**

**Physical Address:** City of Kenmore  
Front Desk, Floor 1  
Attn: Bryan Hampson  
18120 68<sup>th</sup> Ave NE  
Kenmore, WA 98028

**Mailing Address:** City of Kenmore  
Attn: Bryan Hampson  
PO Box 82607  
Kenmore, WA 98028

## **Section 1 - General Information**

### **NOTICE:**

Notice is hereby given that the Northshore Emergency Management Coalition (NEMC) seeks proposals in response to this Request for Proposals, No. 16-C1602, for Emergency Management Coordination services. A response to **RFP #16-C1602** must be filed with the City of Kenmore at the physical address noted on page 1 by Tuesday, September 13, 2016 (no later than 4:00 p.m.).

### **BACKGROUND INFORMATION:**

Lake Forest Park (LFP) and Kenmore, Washington are adjacent cities located along the north shores of Lake Washington. King County Fire Department #16 (KCFD16) and the Northshore Utility District (NUD) are local municipal service providers to Lake Forest Park and Kenmore. In December 2015 these Parties executed an Interlocal Agreement for Regional Emergency Management that establishes a joint local organization for emergency management, as authorized by RCW 38.52.070, called Northshore Emergency Management Coalition (NEMC), for the purpose of providing efficient administration and coordination of emergency management plans and programs, generally to protect the public peace, health and safety, to preserve the lives and property of the people served by the Parties and to ensure the continuation of municipal emergency management services. Under the terms of this Interlocal Agreement the following tasks were completed in the first year: 1) Comprehensive Emergency Management Plans (CEMPs) for Cities were updated and approved by Washington Military Department Emergency Management Division; 2) Plans were developed for a) Continuity of Operations, b) Continuity of Government, and c) Sheltering Plan; 3) A Joint Emergency Operations Center (EOC) was established.

### **PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from qualified persons and/or firms to provide Emergency Management Coordination services for the NEMC.

The successful respondent(s) with whom the NEMC contracts shall perform the duties of the Emergency Management Coordination as set forth in the Brief Scope of Services, together with such other Emergency Management Coordination services as may be requested from time to time by the NEMC.

### **BRIEF SCOPE OF SERVICES:**

Twenty to twenty-five (20-25) hours per week will be required and the Emergency Management Coordinator shall be responsible for the following:

1. Act as liaison between NEMC members and KCOEM, State and Federal Agencies and neighboring jurisdictions.
2. Coordinate emergency planning and response efforts with School Districts, Non-profits, business community and other service providers (PSE, Seattle City Light, etc.).
3. Manage jointly identified targeted goals and dates.
4. Update and maintain each member's Comprehensive Emergency Management Plan (CEMP), other emergency plans and the Joint Emergency plan.
5. Organize and run CERT training and volunteer coordination--will often require work after business hours and on weekends.
6. Participate with and support NEMC members' community outreach efforts and programs.
7. Continue the development and facilitate the implementation of an EOC Plan.
8. Act as on-site facilitator for Emergency Operations Center (EOC) providing support to the Incident Commander and joint EOC sections (Planning, Logistics, etc.) in Disaster Response Preparations and emergencies.
9. Design procedures, forms and other requisite documents for EOC Operations.

10. Develop and propose to NEMC a multi-year training schedule (Actual training performed by FEMA, WA State Emergency Management, KCOEM, or other subject matter experts) for staff and volunteers that incorporates varying degrees and types of emergency situations, and that includes participation in external events such as Cascadia Rising.
11. Coordinate and schedule at least one working table top joint exercise per year.
12. Evaluate the standing Emergency Management agreements of each agency; identify and report gaps in anticipated resource needs.
13. Facilitate the merging of the separate EM agreements of each agency into one comprehensive resource list.
14. Provide monthly status reports to NEMC members that includes progress on all deliverables.

#### **PERFORMANCE GUIDELINES:**

The following are the performance expectations for the Emergency Management Coordinator. The performance of the Coordinator will be evaluated at least annually in accordance with the following guidelines and measures of effectiveness.

- Effectiveness of communication with Parties and other Agencies and Volunteers.
- The decorum, demeanor and effectiveness of the Coordinator in the management and execution of duties.
- The efficiency, effectiveness and service demonstrated, including cost effectiveness, timeliness, and responsiveness.
- Organizational abilities and effectiveness of coordinating Training Exercises
- Preparation of reports, including format, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with criteria, policies, regulations, and/or law.

#### **DURATION OF SERVICES:**

The initial term of the Contract will be for one year, with an option to renew annually at the NEMC's discretion.

#### **SUBMITTAL REQUIREMENTS:**

Respondents considered must provide the specific information requested below in their proposal. To facilitate the evaluation process, proposals should be limited to 10 single-sided pages, excluding sample reports, and should be organized according to the following subjects:

1. **Proposal Form.** Brief statement of your offer to NEMC to provide the requested services. The Proposal Form must be signed.
2. **Description.** Brief statement describing your view of the roles and duties of an Emergency Management Coordinator in a municipal setting.
3. **Proposed Cost of Services** including hourly rate or monthly retainer, plus other proposed costs/expenses.
4. **Education.** State name of school, year of graduation from college and any other post-secondary institutions, and degrees awarded, including additional Emergency Services training or other pertinent classes/certificates.
5. **Emergency Management Coordinator Experience.** List, chronologically, your Emergency Services and Emergency Management experience.

Specific experience with:

6. **City, County, State and Federal Offices of Emergency Management.**
7. **Cascadia Rising**, or other similar multi-jurisdictional emergency preparatory events.
8. **Public Entities or other Municipalities**, including your understanding of RCWs and other pertinent laws on emergency management.

The NEMC and any individual/firm selected for these services will enter into a professional services agreement which will address compensation. Proposals must clearly set forth the fees or fee structure (e.g., hourly rate, monthly retainer) to be charged for the proposed services.

Submittals shall be delivered in an envelope clearly marked with: **RFP: 16-C1602, Emergency Management Coordination Services** by Tuesday, September 13, 2016 (no later than 4:00 p.m.).

REQUIRED NUMBER OF RFP's: 3 bound and one electronic copy on disc (.pdf) or USB drive.

Prior to final selection, Finalist(s) will be required to provide signed and notarized originals of City of Kenmore Non-Collusion Certificate, Attachment A and a signed copy of the Affidavit of Equal Opportunity and Title VI Compliance form.

#### **EVALUATION CRITERIA:**

Submittals will be evaluated by NEMC based upon the responsiveness of the submittal to this RFP. Evaluations will be based on criteria outlined herein, which may be weighted by the NEMC in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Consultants based on an evaluation of Responses to Scope of Work and Qualifications. All submittals will be evaluated using the same criteria and weighting. Evaluations of the proposal will be based on the criteria listed below.

1. Education
2. Knowledge and experience in Emergency Preparedness and Emergency Management
3. Background, training, and experience as Emergency Management Coordinator
  - View of the role and duties of the Emergency Management Coordinator
  - Approach to Emergency Management
  - Understanding of RCWs and other pertinent laws and regulations
  - Experience with effective communication, both written and oral
4. Cost of services provided by the Consultant, including hourly rate or retainer
5. Response of references

**RFP SCHEDULE:**

(These dates are estimates and subject to change by NEMC)

<b>Event</b>	<b>Date</b>
RFP Release	Wednesday, August 24, 2016
RFP Submittals Due	Tuesday, September 13, 2016
Interviews	TBD
Announce Apparently Successful Firm	TBD

**QUESTIONS:**

Questions regarding this RFP may be directed to Bryan Hampson via e-mail at [bhampson@kenmorewa.gov](mailto:bhampson@kenmorewa.gov). Please place "Emergency Management Coordination Services" in the subject line. Unauthorized contact regarding this RFP with other City, KCFD#16 or NUD employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the NEMC.

Any questions will be answered in writing and posted on the City of Kenmore's website at [www.kenmorewa.gov](http://www.kenmorewa.gov). It is the responsibility of individual firms/teams to check the website for any amendments or Q & A's to this RFP.

## **CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:**

### **Definitions:**

**Solicitations:** method of acquiring goods, services, and construction for public use in which offers are made to the NEMC between two or more sources. Typical documents used by the NEMC are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.

**Blackout Period:** The period between the time a solicitation is issued by the NEMC and the time the NEMC awards the contract.

**Lobbying:** The attempt to persuade or influence any City or KCFD#16 or NUD employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

**CONDUCT OF PARTICIPANTS:** After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from lobbying any City, KCFD#16 or NUD employee, official or representative at any time during the blackout period.

**SANCTIONS:** The NEMC may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

**REJECTION OF SUBMITTALS:** The NEMC reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the NEMC to pay any costs incurred by Consultants in the preparation and submission of their Statement of Qualifications. Furthermore, the RFP does not obligate the NEMC to accept or contract for any expressed or implied services.

**RFP ADDENDUMS:** The NEMC reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The NEMC also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. In the event that it becomes necessary to revise any part of this RFP, the NEMC will issue the addenda on the City of Kenmore's website ([www.Kenmorewa.gov](http://www.Kenmorewa.gov)). It is the Consultant's responsibility to confirm as to whether any addenda have been issued.

**QUALIFICATION MODIFICATION & CLARIFICATIONS:** The NEMC reserves the right to request that any Consultant clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

Modification of a submittal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original submittal.

**EXCEPTIONS:** If Consultant(s) takes exception to any term or condition set forth in this RFP and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFP. Exceptions to or deviations from any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Consultant's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The NEMC shall be the sole determiner of the acceptability of any exception.

**QUALIFICATION SIGNATURES:** An authorized representative must sign submittals, with the Consultant's address, telephone and email information provided. Unsigned submittals may not be considered.

**CONTRACT AWARD:** The NEMC reserves the right to make an award without further discussion of the submittals. The Consultant selected as the apparently successful Consultant will be expected to enter into a contract with the NEMC. The NEMC shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The NEMC reserves the right to award multiple contracts to multiple Consultants for this scope of service if it is in the best interest of the NEMC, or use a contract different from the sample NEMC contract.

## **Section 2-Terms and Conditions**

**EQUAL OPPORTUNITY EMPLOYMENT:** The successful Consultant(s) must comply with the NEMC equal opportunity requirements. The NEMC is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

**TITLE VI:** It is the NEMC's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**INSURANCE REQUIREMENTS:** The selected Consultant(s) shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in the NEMC's Standard contract (available upon request).

**INDEMNIFICATION:** The selected Consultant will be required to indemnify the NEMC and the jurisdictions it represents in the manner identified in the NEMC's Standard contract (available upon request).

**BUSINESS REGISTRATION AND TAXATION:** The Consultant(s) awarded the contract will be subject to the Cities of Kenmore and Lake Forest Park Business Registration and Business Taxation as presented in the Kenmore City Code and the Lake Forest Park Municipal Code.

**NON-ENDORSEMENT:** As a result of the selection of a Consultant to supply products and/or services to the NEMC, Consultant agrees to make no reference to the NEMC or its jurisdictions in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the NEMC and its jurisdictions.

**NON-COLLUSION:** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Consultant(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the NEMC.

**CONFIDENTIALITY OF INFORMATION:** All information and data furnished to the Consultant by the NEMC or the jurisdictions it represents, and all other documents to which the Consultant's employees have access during the term of the Contract, shall be treated as confidential to the NEMC and its jurisdictions. Any oral or written disclosure to unauthorized individuals is prohibited.



**ATTACHMENT "A": City of Kenmore Non-Collusion Certificate**

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

RFP #16-C1620

\_\_\_\_\_

(Name of Firm)

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of 2016.

Notary Public

CORPORATE SEAL:

## **ATTACHMENT "B": Affidavit of Title VI Compliance**

### **Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers**

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kenmore or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Kenmore or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Kenmore and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the

City of Kenmore or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Kenmore enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**CITY OF KENMORE**  
**AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE**  
**RFP 16-C1519**

\_\_\_\_\_certifies that:  
Consultant

1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women's organizations, or
2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By:

\_\_\_\_\_  
*(Authorized signature)*

Title:

Date: